



CITY OF BUELLTON

CITY COUNCIL AGENDA

**Regular Meeting of August 23, 2012 at 6:00 p.m.
City Council Chambers, 140 West Highway 246
Buellton, California**

Materials related to an item on this agenda, as well as materials submitted to the City Council after distribution of the agenda packet, are available for public inspection in the Office of the City Clerk, located at 107 West Highway 246, during normal business hours.

CALL TO ORDER

Mayor Holly Sierra

PLEDGE OF ALLEGIANCE

Council Member Judith Dale

ROLL CALL

Council Members Ed Andrisek, John Connolly, Judith Dale, Vice Mayor Dave King, and Mayor Holly Sierra

REORDERING OF AGENDA

PUBLIC COMMENTS

Speaker Slip to be completed and turned in to the City Clerk prior to commencement of meeting. Limited to matters not otherwise appearing on the agenda. Limited to three (3) minutes per speaker. No action will be taken at this meeting.

CONSENT CALENDAR

(ACTION)

The following items are scheduled for consideration as a group. Any Council Member, the City Attorney, or the City Manager may request that an item be withdrawn from the Consent Agenda to allow for full discussion.

- 1. Minutes of August 9, 2012 Regular City Council Meeting**
- 2. List of Claims to be Approved and Ratified for Payment to Date for Fiscal Year 2012-13**
- 3. Consideration of Approval of Oak Valley Field Facility Use Agreement**
❖ (Staff Contact: Parks & Rec Coordinator Abello)

PRESENTATIONS

PUBLIC HEARINGS

COUNCIL MEMBER COMMENTS

COUNCIL ITEMS

WRITTEN COMMUNICATIONS

Written communications are included in the agenda packets. Any Council Member, the City Manager or City Attorney may request that a written communication be read into the record.

COMMITTEE REPORTS

This Agenda listing is the opportunity for Council Members to give verbal Committee Reports on any meetings recently held for which the Council Members are the City representatives thereto.

BUSINESS ITEMS

(POSSIBLE ACTION)

4. Consideration of Appointment to the Parks and Recreation Commission

- A. Interview of Applicant**
- B. Consideration of Appointment**

❖ (Staff Contact: City Manager John Kunkel)

5. Review of Draft Charter City Initiative

❖ (Staff Contact: City Manager Kunkel)

CITY MANAGER’S REPORT

CLOSED SESSION ITEMS

(POSSIBLE ACTION)

6. The City Council will conduct a Closed Session pursuant to California Government Code Section 54957 concerning the following:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION – CONTRACT REVIEW

Title: City Manager

ADJOURNMENT

The next meeting of the City Council will be held on Thursday, September 13, 2012 at 6:00 p.m.

CITY OF BUELLTON

CITY COUNCIL MEETING MINUTES

Regular Meeting of August 9, 2012
City Council Chambers, 140 West Highway 246
Buellton, California

CALL TO ORDER

Mayor Holly Sierra called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Dave King led the Pledge of Allegiance

ROLL CALL

Present: Council Members Ed Andrisek, John Connolly, Judith Dale, Mayor Pro Tem Dave King, and Mayor Holly Sierra

Staff: City Manager John Kunkel, City Attorney Ralph Hanson, Planning Director Marc Bierdzinski, Public Works Director Rose Hess, Finance Director Annette Muñoz, Station Commander Lt. Brad McVay, and City Clerk Linda Reid

REORDERING OF AGENDA

None

PUBLIC COMMENTS

None

CONSENT CALENDAR

- 1. Minutes of July 26, 2012 City Council Meeting**
- 2. List of Claims to be Approved and Ratified for Payment to Date for Fiscal Year 2012-13**
- 3. Resolution No. 12-22 – “A Resolution of the City Council of the City of Buellton, California, Approving and Adopting Amendment No.3 of the Guidelines of Procedure for Council Meetings and Related Functions and Activities to Rename the Office of Mayor Pro Tem to Vice Mayor”**
- 4. Budget Amendment No. 1 to Fiscal Year 2012-13 Adopted City Budget**

5. Award of Bid for Replacement Fleet Vehicles

Council Member Andrisek explained the reasoning for Item No. 4, Budget Amendment No. 1 and that the auditor requested this amendment in order to maintain transparency.

MOTION:

Motion by Council Member Andrisek, seconded by Council Member Dale, approving Items 1 through 5 of the consent calendar as listed.

VOTE:

Motion passed by a roll call vote of 5-0.

PRESENTATIONS

None

PUBLIC HEARINGS

None

COUNCIL MEMBER COMMENTS

Council Member Andrisek stated that he and Mayor Sierra attended an informational meeting regarding gas meter usage.

Mayor Sierra thanked the Buellton Recreation Department and Senior Center for hosting the Barbecue Bonanza.

Mayor Sierra requested that staff place a box in City Hall to collect t-shirts, sweatshirts, under garments, shampoo, soap, and other items for our veterans for Santa Barbara County Veterans Stand Down 2012 scheduled for Saturday, October 13, 2012 from 7:00 a.m. to 3:00 p.m. at the Santa Maria Fairpark.

COUNCIL ITEMS

None

WRITTEN COMMUNICATIONS

None

COMMITTEE REPORTS

Mayor Sierra stated that Santa Ynez Valley Transit has done a nice job installing the new bus stops throughout Buellton.

Council Member Dale requested that staff place trash cans near the bus stops in Buellton. Public Works Director Hess indicated that trash cans will be ordered for the bus stops.

BUSINESS ITEMS**6. Discussion Regarding Honoring Former Council Member Russ Hicks****RECOMMENDATION:**

That the City Council determine how best to honor former Council Member Russ Hicks and provide staff with direction on how to proceed.

STAFF REPORT:

City Manager Kunkel presented the staff report.

DOCUMENTS:

Staff report with attachments (Photos)

SPEAKERS/DISCUSSION:

Ben Fitzgerald, Buellton, stated that River View Park should not be renamed in honor of Russ Hicks and that it should remain named River View Park.

Matt Hicks, Buellton, thanked the Council and staff for their consideration in honoring his Dad but requested this item be tabled until the family can talk to Council Members and staff to determine the best way to honor Russ Hicks.

Ron Anderson, Buellton, requested this item be tabled until the family, Council, and staff can determine the best way to honor Russ Hicks.

The City Council discussed the following issues:

- Establishing a procedure to honor former Council Members and others or consider each case individually
- Having the Planning Commission work on this issue to determine how best to honor Russ Hicks
- Forming a committee to create a design for a food preparation area at River View Park in honor of Russ Hicks and to seek donations to fund the effort
- Setting up a bank account to raise money for a memorial

DIRECTION:

The City Council agreed by consensus to table this item until the Council and staff have had time to work with the Hicks family to determine the best way to honor Russ Hicks.

7. Public Visioning Process Debrief and Future Direction**RECOMMENDATION:**

That the City Council provide direction to staff regarding how to proceed with the Visioning Process.

STAFF REPORT:

Planning Director Bierdzinski presented the staff report.

DOCUMENTS:

Staff report with attachments (Draft Request for Proposals (RFP's) for Branding and Economic Development)

SPEAKERS/DISCUSSION:

Peggy Brierton, Buellton, stated the Steering Committee and Planning Commission should get an opportunity to look at the study and that the RFP's should be sent to other firms.

Ron Anderson, Buellton, stated the Council should move forward on the Visioning process but should be flexible until after the November election to see whether Measure D2012 (raising Transient Occupancy Tax) is passed.

Cindy Taylor, Buellton, stated we need to make Buellton welcome to the people traveling through the City and that all citizens should be involved in the process.

The City Council discussed the following issues:

- RFP's for both Branding and Economic Development
- Tabling this item until after the November election
- Looking for other sources of funding

MOTION:

Motion by Vice Mayor King, seconded by Council Member Connolly to accept and table the RFP's until after the November election to see whether Measure D2012 is approved and not spending staff time or City funds on additional Statement of Qualifications being sent out.

VOTE:

Motion passed by a roll call vote of 4-1, Council Member Dale voting no.

The City Council discussed the following issues:

- Having the Planning Commission and Steering Committee look at the various studies and provide recommendations as to how to move forward

MOTION:

Motion by Council Member Dale, seconded by Council Member Connolly directing staff to review the Corridor Study and the Cal Poly Study with the Planning Commission and Steering Committee and bring back recommendations to the City Council.

VOTE:

Motion passed by a roll call vote of 5-0.

DIRECTION:

The City Council agreed by consensus to have staff move forward with workshops with the Planning Commission regarding the Zoning Ordinance and Community Design Guidelines.

CITY MANAGER'S REPORT

None

ADJOURNMENT

Mayor Sierra adjourned the regular meeting at 6:54 p.m. The next regular meeting of the City Council is scheduled for Thursday, August 23, 2012 at 6:00 p.m.

Holly Sierra
Mayor

ATTEST:

Linda Reid
City Clerk

BACK-UP/SUPPORT DATA IS AVAILABLE FOR COUNCIL REVIEW IN CITY HALL

The following is a list of claims to be ratified and approved for payment by the City Council at the **August 23, 2012** Council Meeting.

Listed below is a brief summary of the attached claims:

EXHIBIT A		\$	<u>162,257.92</u>
EXHIBIT B		\$	<u>85,006.48</u>
PAYROLL	8/15/12	\$	<u>41,906.90</u>
TOTAL AMOUNT OF CLAIMS:			<u><u>289,171.30</u></u>

	<u>FY 2011-12</u>	<u>FY 2012-13</u>
The total amount of claims and demands paid by the City for the Fiscal Year through August 15, 2012	\$ 1,395,207.21	\$ 1,373,791.56

AUTHORIZATION IS HEREBY GIVEN TO THE CITY TREASURER TO PAY ALL CLAIMS AS REVENUES BECOME AVAILABLE.

Check-Run	Seq#	Date	Vendor Name	Checking # Obls	Discount	Net amount	Status	
26786-	527	1	8/06/2012	698 CALIFORNIA STATE DISBURSEMENT	1	.00	706.50	Logged
26787-	528	1	8/09/2012	0 JEANNE SHANNON	1	.00	140.00	Logged
26788-	528	2	8/09/2012	0 SARAH FINLEY	1	.00	52.00	Logged
26789-	528	3	8/09/2012	0 LORI SNEDDON	1	.00	30.81	Logged
26790-	528	4	8/09/2012	0 FRANCISCO CORRAL	1	.00	160.00	Logged
26791-	528	5	8/09/2012	0 EDWARD HOLYOKE	1	.00	100.00	Logged
26792-	528	6	8/09/2012	0 FIRST BAPTIST CHURCH OF SOLVAN	1	.00	500.00	Logged
26793-	528	7	8/09/2012	5 ABALONE COAST ANALYTICAL, INC.	1	.00	1,783.25	Logged
26794-	528	8	8/09/2012	27 AQUA BEN CORPORATION	1	.00	2,306.48	Logged
26795-	528	9	8/09/2012	32 ARROWHEAD	3	.00	65.97	Logged
26796-	528	10	8/09/2012	35 ASSOC TRANSPORTATION ENGINEERS	1	.00	11,500.00	Logged
26797-	528	11	8/09/2012	47 BETSY ROSS FLAG GIRLS, INC.	1	.00	240.00	Logged
26798-	528	12	8/09/2012	59 MOTOR PRODUCTS INC. dba	1	.00	21.49	Logged
26799-	528	13	8/09/2012	82 CALIFORNIA DEPT OF PUBLIC HEAL	1	.00	176.40	Logged
26800-	528	14	8/09/2012	90 CaLPERS LONG-TERM CARE PROGRAM	1	.00	84.25	Logged
26801-	528	15	8/09/2012	101 CITY OF SOLVANG	1	.00	20,078.00	Logged
26802-	528	16	8/09/2012	105 CITY OF BUELLTON	1	.00	1,099.64	Logged
26803-	528	17	8/09/2012	107 CITY OF LOMPOC	1	.00	1,666.66	Logged
26804-	528	18	8/09/2012	110 CVS PHARMACY	1	.00	34.23	Logged
26805-	528	19	8/09/2012	118 COASTAL COPY, LP	1	.00	379.60	Logged
26806-	528	20	8/09/2012	122 COMCAST CABLE	1	.00	160.39	Logged
26807-	528	21	8/09/2012	132 SB CO ANIMAL SVCS, HEALTH & RE	1	.00	7,492.50	Logged
26808-	528	22	8/09/2012	142 DANIEL FITZGERALD dba	1	.00	960.00	Logged
26809-	528	23	8/09/2012	172 ECHO COMMUNICATIONS	1	.00	57.72	Logged
26810-	528	24	8/09/2012	189 FISHER PUMP & WELL SERVICE, IN	1	.00	232.00	Logged
26811-	528	25	8/09/2012	201 G E CAPITAL	1	.00	160.55	Logged
26812-	528	26	8/09/2012	227 HINDERLITER, DE LLAMAS & ASSOC	1	.00	988.84	Logged
26813-	528	27	8/09/2012	230 HPC/EAGLE ENERGY	1	.00	1,643.43	Logged
26814-	528	28	8/09/2012	285 SANTA MARIA TIMES dba	3	.00	641.07	Logged
26815-	528	29	8/09/2012	294 LOMPOC PUBLIC LIBRARY	1	.00	78,278.00	Logged
26816-	528	30	8/09/2012	324 MISCO	1	.00	1,298.70	Logged
26817-	528	31	8/09/2012	350 OLIVERA'S REPAIR, INC	1	.00	43.28	Logged
26818-	528	32	8/09/2012	365 PEOPLE HELPING PEOPLE	3	.00	2,309.16	Logged
26819-	528	33	8/09/2012	379 POSTMASTER	1	.00	595.00	Logged
26820-	528	34	8/09/2012	380 PRAXAIR DISTRIBUTION, INC.	1	.00	119.25	Logged
26821-	528	35	8/09/2012	387 PURCHASE ADVANTAGE CARD	1	.00	132.64	Logged
26822-	528	36	8/09/2012	390 QUINN COMPANY	3	.00	2,939.52	Logged
26823-	528	37	8/09/2012	395 RAFAEL RUIZ CLEANING	1	.00	500.00	Logged
26824-	528	38	8/09/2012	437 SANTA YNEZ VALLEY FLORIST, INC	1	.00	79.74	Logged
26825-	528	39	8/09/2012	438 SANTA YNEZ VALLEY HARDWARE	1	.00	521.49	Logged
26826-	528	40	8/09/2012	441 SB CO - PUBLIC WORKS DEPT	1	.00	1,596.00	Logged
26827-	528	41	8/09/2012	450 SB CO SHERIFF'S DEPARTMENT	1	.00	43.48	Logged
26828-	528	42	8/09/2012	461 BRIAN HUTCHINSON dba	1	.00	207.96	Logged
26829-	528	43	8/09/2012	465 SP MAINTENANCE SERVICES, INC.	1	.00	2,821.00	Logged
26830-	528	44	8/09/2012	469 STAPLES CONTRACT & COMMERCIAL,	1	.00	269.35	Logged
26831-	528	45	8/09/2012	473 SPRINT SPECTRUM, L.P. dba	1	.00	128.36	Logged
26832-	528	46	8/09/2012	507 THE GAS COMPANY	2	.00	195.11	Logged
26833-	528	47	8/09/2012	521 TODD PIPE & SUPPLY	1	.00	957.21	Logged
26834-	528	48	8/09/2012	532 TRIKKE TECH, INC.	1	.00	469.36	Logged
26835-	528	49	8/09/2012	535 UNDERGROUND SERVICE ALERT	1	.00	18.00	Logged
26836-	528	50	8/09/2012	543 USA BLUEBOOK	2	.00	499.69	Logged
26837-	528	51	8/09/2012	555 VERIZON CALIFORNIA	1	.00	2,196.31	Logged
26838-	528	52	8/09/2012	587 KYLE ABELLO	3	.00	1,271.50	Logged

Run date: 08/14/2012 @ 12:54
 Bus date: 08/14/2012

City of Buellton
 Check Summary Report

EXHIBIT A
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Check-Run	Seq#	Date	Vendor Name	Checking	# Obls	Discount	Net amount	Status
26839-	528	53	8/09/2012	649 FLUID RESOURCE MANAGEMENT, INC	1	.00	450.00	Logged
26840-	528	54	8/09/2012	654 HENRY L. HUDSON dba	1	.00	84.79	Logged
26841-	528	55	8/09/2012	655 COAST NETWORK, INC.	1	.00	95.00	Logged
26842-	528	56	8/09/2012	668 ONE STOP AUTO PARTS	1	.00	129.83	Logged
26843-	528	57	8/09/2012	669 HYDREX PEST CONTROL	1	.00	105.00	Logged
26844-	528	58	8/09/2012	679 COURIER SYSTEMS	1	.00	200.73	Logged
26845-	528	59	8/09/2012	700 MAILFINANCE, INC.	1	.00	1,160.47	Logged
26846-	528	60	8/09/2012	728 KIMBERLEY LECLAIRE dba	1	.00	69.00	Logged
26847-	528	61	8/09/2012	742 CENTURY MANUFACTURING CORP.	1	.00	681.76	Logged
26848-	528	62	8/09/2012	744 GE CAPITAL INFO TECH SOLUTIONS	1	.00	498.89	Logged
26849-	528	63	8/09/2012	748 MEYERS,NAVE,RIBACK,SILVER & WI	1	.00	1,512.50	Logged
26850-	528	64	8/09/2012	757 PRO TECH WATER, INC. dba	1	.00	4,668.75	Logged
26851-	528	65	8/09/2012	758 THE HARTFORD	1	.00	484.65	Logged
26852-	528	66	8/09/2012	760 BRECK'S TRANSPORT dba	1	.00	775.00	Logged
26853-	528	67	8/09/2012	761 JOHN R. CONNOLLY	1	.00	230.70	Logged
26854-	528	68	8/09/2012	762 LANDSCAPE STRUCTURES, INC.	1	.00	158.96	Logged
						.00		
** Total check discount **						.00		
** Total check amount **						162,257.92		
						.00		

Payments via Electronic Fund Transfer (EFT):

June Bank Charges-Rabobank	6/30/12	170.00
June Bank Charges-MB&T	6/30/12	84.29
FSA-Staff	7/31/12	100.00
Dental/Vision Self Ins Dep	7/31/12	25,000.00
Payroll Taxes	7/31/12	120.72
July Bank Charges-Rabobank	7/31/12	205.00
July Bank Charges-MB&T	7/31/12	86.71
Health Premium	8/3/12	14,742.23
Deferred Compensation Plan	8/3/12	11,101.10
Aflac Sup Ins	8/3/12	559.12
Payroll Taxes	8/6/12	11,974.89
Retirement Contribution	8/9/12	20,862.42
Total		85,006.48

FISCAL YEAR 2011-12 REVENUE AND EXPENDITURE RECAP

As of June 30, 2012 1st Close
 99.0%
 of the year elapsed

<u>GENERAL FUND</u>	<u>Budgeted</u>	<u>Year to Date</u>	<u>% of Budget YTD</u>
Total Revenues	\$3,948,016.00	\$4,434,261.44	112%
Total Expenditures	\$4,089,459.00	\$3,459,323.47	85%
<u>SPECIAL FUNDS</u>	<u>Budgeted</u>	<u>Year to Date</u>	<u>% of Budget YTD</u>
Total Revenues	\$584,349.00	\$1,175,050.24	201%
Total Expenditures	\$2,240,746.00	\$2,542,717.92	113%
<u>WATER/SEWER</u>	<u>Budgeted</u>	<u>Year to Date</u>	<u>% of Budget YTD</u>
Total Revenues	\$2,044,800.00	\$1,938,313.05	95%
Total Expenditures	\$2,605,396.00	\$2,036,032.62	78%
<u>SUCCESSOR AGENCY</u>	<u>Budgeted</u>	<u>Year to Date</u>	<u>% of Budget YTD</u>
Total Revenues	\$825,000.00	\$429,554.06	52%
Total Expenditures	\$1,499,936.00	\$493,087.59	33%

The Revenue Status Report and Expenditure Status Report are available for your review.

The Cash Balances as of August 15, 2012 are as follows:

	Balance as of:	<u>FY 2011-12</u>	<u>FY 2012-13</u>
Checking			
Rabobank	8/14/12	300,253.36	279,055.42
Montecito Bnk&Trust	8/14/12	156,199.43	30.00
Total Checking		<u>456,452.79</u>	<u>279,085.42</u>
Savings/Investments			
LAIF-savings	7/31/12	12,703,040.33	12,891,976.14
Rabobank-money mkt	7/31/12	201,951.75	203,049.67
Morgan Stanley-bonds	7/31/12	250,000.00	375,000.00
Great Pacific-treasuries	7/31/12	0.00	0.00
First Empire-bonds	7/31/12	3,986,386.65	3,231,010.19
Total Savings/Investments		<u>17,141,378.73</u>	<u>16,701,036.00</u>
% of cash invested		25.22%	22.43%
Total Cash		<u><u>17,597,831.52</u></u>	<u><u>16,980,121.42</u></u>

CITY OF BUELLTON
City Council Agenda Staff Report

City Manager Review: JHK
Council Agenda Item No.: 3

To: The Honorable Mayor and City Council

From: Kyle Abello, Recreation Coordinator

Meeting Date: August 23, 2012

Subject: Consideration of Approval of Oak Valley Field Facility Use Agreement

BACKGROUND

At the July 20, 2012, Joint Facility Use Committee Meeting, representatives from the Eagles Soccer Club offered a proposal to work with the City and the Buellton Union School District for a second year to provide basic field maintenance and weed control for the Oak Valley Field in exchange for priority use for weekend soccer games during their fall season. The Eagles proposal is included as an attachment along with the original Agreement and the new Agreement for 2012/13. According to the Joint Use Agreement that governs Oak Valley Field, even though the property is owned by the District, the City must also approve activities occurring after school hours.

After discussion and review of the draft Oak Valley Field Facility Use Agreement, the Committee members decided by consensus to recommend approval of the Agreement to the District and the City Council. In brief, the Agreement states that the Eagles Soccer Club will provide weed control treatment, mowing of the field during game weeks, new nets for the goals, and lining of the field during game weeks. The District/City will allow the Eagles priority use of the field on weekends during the fall season and work with the team on irrigation and maintenance scheduling to keep the field in good condition. An added provision allows the Eagles Soccer Club to secure the goals if necessary to protect the field from excessive wear and unauthorized use. In short, this Agreement continues the ongoing relationship with Eagles Club Soccer to accomplish major upgrades to the Oak Valley Field that will benefit the District, the City, and the entire community. Staff recommends that the Council consider approving the renewal of the attached Oak Valley Field Facility Use Agreement.

FISCAL IMPACT

None

RECOMMENDATION

That the City Council consider approval of the Oak Valley Field Facility Use Agreement with Camarillo Youth Soccer (dba Eagles Soccer Club).

ATTACHMENTS

- Attachment 1 - Oak Valley Field Proposal
- Attachment 2 - Oak Valley Field Facility Use Agreement



July 20, 2012

City of Buellton – Buellton Union School District
Joint Facility Use Committee

On behalf of the **Eagles Central Soccer Club** I would like to thank you for an opportunity to present our proposal for our use of the Oak Valley Elementary School fields for competitive soccer matches during the period from September 1, 2012 through December 31, 2012.

Our Mission Statement

The Eagles strive to provide an elite environment that allows our players to achieve his/her potential. We provide quality training that leads to winning championships and opportunities for our players to play at the next level. One of our greatest priorities is the placement of players at the top college programs in the country and on the United States National Teams.

At the Eagles Soccer Club you will experience a professionally run environment. It is our objective to foster a feeling of accountability for the player, the coach and the club. We believe in honesty, trust and loyalty. We believe in the development of the whole person, emphasizing character, discipline and commitment. We promote excellence in the classroom as well as on the soccer field. We work hard to keep costs to a minimum with increasing efforts to provide significant assistance with financial aid and merit scholarships. We hold ourselves and our members to a higher standard by providing a professional, enjoyable, organized and successful club.

Club Structure

The Eagles Soccer Club is a tax exempt non-profit organization 501(c)(3) governed by a Board of Directors consisting of a President, Vice President, Secretary and Treasurer. These positions are elected positions, with nominations accepted through February and the election taking place at the Annual General Meeting in March. The Club is an independent league of registration and has teams playing in the Coast Soccer League. CSL is affiliated with CYSA-South, which is an affiliate of the USSF. The Director of the Central Coast teams is Steve Sampson. Steve Sampson is one of the most accomplished coaches in the history of U.S. soccer, having achieved championships at professional, Division 1 collegiate, junior college and high school levels. He is one of only three coaches in the United States to have won the MLS Cup and the U.S. Open Cup in the same year, which he did in 2005, while Head Coach of the Los Angeles Galaxy. As Head Coach of the U.S. National Team, Sampson was the first American born coach to qualify the Team to a World Championship berth in 1997. He is the only U.S. coach to have coached two national teams—U.S.A. and Costa Rica.

TEAMS:

In 2012 - 2012, Eagles Central Coast Soccer Club will have 8 Competitive Teams U10-U19 competing in the Coast Soccer League (CSL). These Teams are all professionally coached by fully licensed and experienced coaches.

Eagles Central Coast

Oak Valley Elementary Field-Use Proposal

2012 FIELD PROPOSAL

OUR GOAL AND PROPOSAL

Up to this point, all but one of our teams has played in the Central Coast Soccer League. This year 6 of our teams will be playing their games in the Coast Soccer League. The Coast League leadership is considering allowing us to have games in our area when we play teams that are located in Oxnard-north. The reduction of travel would be a significant benefit to our Central Coast parents during these tough economic times. The Eagles Central Coast Soccer would like to utilize Oak Valley Elementary School's field as our playing field. This current proposal is for the current play year only, while we research the options for a longer term relationship with the Joint-Use Committee which could include more extended use, renovation and on-going maintenance of the fields.

From early September until mid December, we could have games at the complex on Saturdays and/or Sundays. We would have approx 3-4 games per day between the hours of 9:00AM and 5:00 PM. The schedule may have fewer games on a given day. We anticipate that there may be 4-6 home dates during this period of time.

At this time we would only need the use of one full size field (approx. 105 yards long x 60 yards wide) running north and south. This field would be at the north end of the field. We would like to use the two full size goals that currently exist at the site. We would purchase new nets for those goals. We will provide corner flags for the field.

We are also interested in a partnership in regards to field maintenance and upkeep.

The maintenance schedule would be as follows:

The Eagles Soccer Club is willing to provide labor and funds as required to meet our obligation under this proposal. The following is an outline of our proposal to the Committee.

- We would like to rest the field for the months of July & August.
- Provide weed control and fertilization in mid August, and again in October
- Provide labor to fill and seed any and all bare areas in the playing field. The District will purchase the top soil and seed.
- Work with the District to determine and acceptable watering schedule.
- We propose to mow the fields during the weeks we are scheduled to play. *We will provide the District a schedule when our league schedule is available.*
- We would line and paint the fields every week for games and will provide paint and painting machinery. *We will provide the District a schedule when our league schedule is available.*
- As stated before, we would like to use the goals that are already at the location. We will provide nets for them.

Eagles **Central Coast**

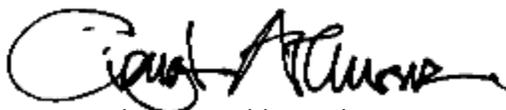
Oak Valley Elementary Field-Use Proposal

We understand that the field we are requesting is used by both the School District and the Buellton Parks and Recreation Department for everyday use and special events. We also understand the Oak Valley Elementary has priority for their needs.

While we are not requesting full exclusive use of the field, we are requesting to utilize the facility for games, as mentioned above and possibly training purposes.

The Eagles Soccer Club prides itself on being a Community Partner and we understand that there are other organizations in the Valley that ask to use the field (AYSO, Softball, etc. . .). We would be willing to share the space with them provided we were able to have primary access to the areas of the field that we would utilize on competition dates.

Thank you for considering our proposal. We look forward to establishing a mutually beneficial relationship between the City of Buellton, Buellton Union School District and the Eagles Central Coast Soccer Club which will allow our kids the opportunity to play higher level soccer closer to home.



Craig L. Atkinson, Field Coordinator

Eagles Central Coast Soccer Club

P.O. Box 5336

Santa Maria, CA 93456

805.440.9015

craiga.cceagles@verizon.net

**OAK VALLEY FIELD
FACILITY USE AGREEMENT**

Buellton Union School District

and

City of Buellton

and

Camarillo Youth Soccer Club,
a California Non-Profit Entity
(dba Eagles Soccer Club)

THIS OAK VALLEY FIELD FACILITY USE AGREEMENT (“Agreement”) is made and entered into effective on the **8th day of September, 2011**, by and between the CITY OF BUELLTON (“City”), a California municipal corporation, and the BUELLTON UNION SCHOOL DISTRICT (“District”), a school district duly organized and operated under the laws of the State of California and CAMARILLO YOUTH SOCCER CLUB, Inc., a California Corporation (“Eagles Soccer Club”).

Comment [CA1]: Verify the final date.

1. Recitals.

a. The District owns Oak Valley Elementary School (“School Site”), which is located in the 500 block of Second Street, west of Sycamore Drive, Buellton, California. A portion of the School Site has undeveloped areas separate from the main school buildings and this area is suitable both for school, athletic and recreational purposes and for community recreation programs during non-school hours.

b. The City owns dedicated park land adjacent to the School Site that is suitable for both school and non-school community recreation programs and can be used in conjunction with the adjacent School Site for recreational programs during non-school hours.

c. On June 28, 2001, City and District entered into a Joint Use Agreement (“Joint Use Agreement”) pursuant to the authority of Chapter 10 of part 7 of the California Education Code (“Community Recreation Programs Law”) to provide for the use, construction of improvements and maintenance of improvements on the above-referenced City and District properties (the “Oak Valley Facility”) for park and recreational use and to coordinate and schedule

uses of the property by City and District. As part of the Joint Use Agreement, City and District established a Joint Use Committee (the "Joint Use Committee") to oversee the implementation of the Agreement and compliance with applicable laws, and to recommend operational changes to the benefit of both parties.

d. The Camarillo Youth Soccer Club, Inc., dba Eagles Soccer Club is a California non-profit corporation formed to promote and develop competitive youth soccer on the Central Coast by providing professional coaching, fitness training and competitive opportunities.

e. The grass field in place at the Oak Valley Facility is suitable for one or more developed soccer playing and practice fields; however, for the field to be utilized for long term youth soccer training and competition the field will require upgrades which are not part of this agreement.

f. The City and the District desire to enter into this Agreement with Eagles Soccer Club to provide for the utilization and maintenance of the Oak Valley Facility for the Eagles Soccer Club in accordance with this agreement and in conjunction with the other District and City programs developed and operated pursuant to the terms of the Joint Use Agreement.

2. Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the City, District and Eagles Soccer Club agree as follows:

1. Purpose of Agreement

The purpose of this Agreement is for City and District to work together with Eagles Soccer Club to provide for the use and maintenance of the Oak Valley Facility for training and competitive play by the Eagles Soccer Club while maintaining community park and recreational use (including use by community organizations) to be scheduled and regulated by the Joint-Use Committee. Where applicable, this Agreement shall be subject to the Civic Center Act (Education Code §38130, et seq.) except where specified to the contrary herein.

2. Term

The term of this Agreement shall be for a period of one (1) year commencing on the effective date first set forth in this Agreement.

3. Use of Facility

District, City and Eagles Soccer Club agree that except as modified by this Agreement, all the terms, conditions and limitations of the Joint Use Agreement shall continue to pertain to the Oak Valley Facility. The Joint Use Agreement is hereby made a material part of this Agreement and is incorporated by this reference as though fully set forth herein. The Eagles Soccer Club acknowledges that it has been provided with a full true and correct copy the Joint Use Agreement.

4. Soccer Field Maintenance

a. It is the intention of the District, City and Eagles Soccer Club that Eagles Soccer Club will be responsible for the items as listed below. The Eagles Soccer Club shall complete all items in accordance with this agreement and so as not to disturb the School District activities.

5. Responsibilities for Use of the Oak Valley Facility

a. **District / City Responsibilities:**

- Will provide water to the Oak Valley Facility,
- Will work with Eagles Soccer Club to establish a schedule of irrigation, maintenance and rest periods (rest periods shall not occur during the time period from September 1st through December 31st) for the soccer fields for continued use of the soccer fields,
- Will perform regular mowing of the fields and provide labor assistance with any facility/field improvement projects,
- Will seek to address and repair any issues that park irrigation has on the field,
- Allow Eagles Soccer Club to use the two existing full size soccer goals on the site.
- Allow the Eagles Soccer Club to secure the goals if necessary to protect the field from wear and unauthorized use. Eagles will supply the District with any keys or lock combinations should this become necessary.

b. **Eagles Soccer Club Responsibilities:**

- Will provide labor to repair existing bare areas including the installation of top soil and seed to be purchased by the District.

- Will provide weed control treatment in mid August and again in October. Schedule shall be coordinated with District activities;
- Will perform mowing of the field during the weeks the Eagles Soccer Club has competition.
 1. These dates will be established prior to September 10, 2011, when the final Coast Soccer League schedule is released,
 2. Field maintenance shall be provided by an agent of the Eagles Soccer Club, TM Environmental Services, Inc.;
- Will provide nets for the two existing goals.
- Will line the full size soccer field for games during the weeks the Eagles Soccer Club has competition during the fall season.

Comment [CA2]: I need to verify when schedules will be released.

6. Scheduling of the Oak Valley Facility

a. Eagles Soccer Club will have priority use of the Oak Valley Facility on Saturdays and Sundays, 9 a.m. to ~~3-5~~ p.m., from September ~~4th~~, ~~2011-2012~~ to December 31, ~~2011~~~~2012~~. Thereafter, the Joint Use Committee will establish all other appropriate times of use by the Eagles Soccer Club.

b. Except as provided in this Agreement, the use and scheduling of the Oak Valley Facility shall be governed in accordance with the terms of the Joint Use Agreement. The City shall be responsible for and shall have authority to schedule all use of the Facility during non-school hours. The City shall work with the Eagles Soccer Club to minimize wear and tear on the facility due to overuse.

7. Indemnification and Insurance

a. Eagles Soccer Club its officers, agents and employees agree to and do hereby indemnify, hold harmless and defend the District, its governing board, the City, its City Council members, and their officers, agents and employees from every claim or demand or expense of any nature whatsoever, including but not limited to injury to or death of person(s) or damage to any property which arises as a result of the negligence or willful misconduct of the Eagles Soccer Club, its officers, agents or employees in the performance of this Agreement.

b. The District And City agree to and do hereby indemnify, hold harmless and defend, Eagles Soccer Club, its officers, agents and employees from every claim or demand or expense of any nature whatsoever, including but not limited to injury to or death of person(s) or damage to any property which

arises as a result of the negligence or willful misconduct of the District or City, its officers, agents or employees in the performance of this Agreement.

c. Prior to the use of the Oak Valley Facility for active soccer instruction or soccer games, and at all times during the term of this Agreement, Eagles Soccer Club agrees to maintain comprehensive general liability insurance through an insurance carrier licensed to do business in the State of California with the amount of said insurance required to be at least one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate. Eagles Soccer Club agrees to provide thirty (30) days written notice to City and District if it proposes any substitution, change, or other modification of the aforementioned insurance coverage which will result in a decrease in the scope or the amount of such coverage.

8. Notices

Any notices to be given hereunder by a party to the others in writing may be effected either by personal delivery or by mail. Mailed notices shall be addressed to the address of the parties to be notified which appears below, but each party may change its address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of ten (10) calendar days following the date of mailing of the notice.

CITY OF BUELLTON

City of Buellton
Attn: City Manager
107 W. Highway 246
P. O. Box 1819
Buellton, CA 93427

BUELLTON UNION
SCHOOL DISTRICT

Buellton Union School District
Attn: Superintendent
301 Second Street
P. O. Box 75
Buellton, CA 93427

EAGLES SOCCER CLUB

Eagles Soccer Club
7261 Los Coyotes Place
Camarillo, CA 93012

9. Entire Agreement

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the subject matter of this Agreement, and contains all of the covenants

10. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of California. Any legal action in which enforcement of the terms and conditions of this Agreement is requested, or in which it is alleged that a breach of this Agreement has taken place, shall be filed and prosecuted in the County of Santa Barbara, California.

11. Breach of Agreement; Termination

If any party defaults in the performance of any of the terms or conditions of this Agreement, it shall have thirty (30) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the defaulting party fails to cure its default within such period of time, the non-defaulting party(s) shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. This failure of a party(s) to object to any default in the performance of the terms and conditions of this Agreement shall not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

In addition, after December 30, 2011, any party, for any reason and without cause, may terminate the agreement upon ninety (90) days notice to the other parties.

12. Binding Arbitration

The parties agree to submit any disputes arising out of this Agreement to a mutually agreeable mediator. Should this process fail to resolve the dispute, the parties agree to submit the matter to binding arbitration, in accordance with the commercial arbitration rules of the American Arbitration Association.

13. Attorney Fees

If any legal proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which shall be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

14. Severability

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

15. Successors and Assigns

a. No party may assign its interest in this Agreement without the express written consent of the other parties.

b. The terms and conditions of this Agreement shall be binding on the successors and assigns of the parties to this Agreement.

16. Emergencies/Disasters.

District's Superintendent is responsible for safeguarding the health, welfare and safety of students. In emergency situations, the Superintendent or his/her designee shall take such action as he/she deems appropriate to provide for the safety of the students. In the event of an emergency or a disaster, the School Site shall be under the control and supervision of District.

17. Volunteers of Eagles Soccer Club.

For purposes of this Agreement, all volunteers and/or agents who perform services and functions for Eagles Soccer Club shall be deemed Eagles Soccer Club volunteers and agents and no Eagles Soccer Club volunteer or agent shall be considered as an employee of the City or District, nor shall such Eagles Soccer Club volunteer or agent have any claim to any City or District pension, civil service, or other status while a volunteer or agent of Eagles Soccer Club.

18. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California and to the extent that there is any conflict between this Agreement and the laws of the State of California, the laws of the State of California shall prevail.

(Signatures on following pages)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF BUELLTON

By: _____

ATTEST:

City Clerk

BUELLTON UNION SCHOOL
DISTRICT

By: _____

ATTEST:

Secretary to the Board

EAGLES SOCCER CLUB,
EAGLES SOCCER CLUB

By: _____

ATTEST:

Secretary

APPROVED AS TO FORM BY THE CITY
ATTORNEY FOR THE CITY OF BUELLTON

Ralph D. Hanson, City Attorney

APPROVED AS TO FORM BY THE ATTORNEY
FOR THE BUELLTON UNION SCHOOL DISTRICT

APPROVED AS TO FORM BY THE ATTORNEY
FOR THE EAGLES SOCCER CLUB, INC.

CITY OF BUELLTON
City Council Agenda Staff Report

City Manager Review: JHK
Council Agenda Item No.: 4

To: The Honorable Mayor and City Council

From: John Kunkel, City Manager

Meeting Date: August 23, 2012

Subject: Consideration of Appointment to the Parks and Recreation Commission
A. Interview of Applicant
B. Consideration of Appointment

BACKGROUND

On June 19, 2012, Tom Armor resigned his position on the Parks and Recreation Commission. Since then, staff has advertised the open position and received one application from Linda Fimlaid (Attachment 1). The term of this seat expires December 2014.

Attachment 2 defines Buellton Municipal Code Section 2.32, Parks & Recreation Commission.

In view of the current vacancy, it would be appropriate for the City Council to conduct the interview and consider appointment to the Commission.

A. Interview and Appointment of Applicant

The City has advertised through the Santa Ynez Valley News and has posted in public places in the community a notice soliciting letters of interest pertaining to the open position on the Parks and Recreation Commission.

The normal procedure for appointment to commission is a two-step process wherein applicants are invited to a Council meeting to be interviewed and then the appointment is made at the following meeting. However, since only one application was received, the applicant has been invited to the Council meeting of August 23 to be interviewed and possibly appointed.

FISCAL IMPACT

The appointment to the Parks and Recreation Commission should not have any fiscal impact to the City.

RECOMMENDATION

That the City Council:

- A. Interview the applicant and consider appointment to the Parks & Recreation Commission with term of office expiring December 2014.

ATTACHMENTS

- Attachment 1 - Application form submitted by Linda Fimlaid
- Attachment 2 - Buellton Municipal Code Chapter 2.32: "Parks and Recreation Commission"

RECEIVED

JUL 16 2012

CITY OF BUELLTON



APPLICATION FOR APPOINTMENT TO PARKS & RECREATION COMMISSION

Name: Linda Fimlaid

Address: 89 Six Flags Circle, Buellton, CA 93427

Phone Number(s): 805-331-2721

Email Address: elcaplinda@gmail.com

Employer: Vista del Mar Union School District

Occupation: library/computer lab tech

How long have you been a resident of the City of Buellton? 3 years

Have you worked for the City of Buellton or are you related to any City Employee or City Official? If so, please explain: My husband has worked in community programs for Parks & Rec as staff member. He is not currently active with the department.

Are you a registered voter in the City of Buellton? yes

Please provide education, work experience, community activities, and personal interests:

*Please see attachment.

Please indicate your interest in serving on the Parks & Recreation Commission. (Attach additional sheets if necessary):

*Please see attachment.

Linda Fimlaid
Signature of Applicant

7-16-2012
Date

For more information regarding the Parks & Recreation Commission,
please reference Buellton Municipal Code Chapter 2.32.
Parks & Recreation Commission Meetings are held on the fourth Monday of the month
beginning at 6:00 p.m. in the City Council Chambers
City of Buellton employees are not eligible for appointment

LINDA FIMLAID
89 Six Flags Circle
Buellton, CA 93427
805-331-2721

Professional Experience

Library/Computer Lab Tech, Vista del Mar Union School District, Gaviota (2005-present)
Reporter/Staff Writer- Orange County Register, 1998-2000
News Assistant- Orange County Register, 1997-1998

Education

B.A. Journalism, California State University, Long Beach

Personal Interests

I have two daughters, a 16 year-old attending Santa Ynez High, and an 11 year-old attending Vista de Las Cruces School. I enjoy being active in all their sports and activities, acting alternatively as team mom, coach, manager and booster. I enjoy spending time at the beach, reading, art and genealogy.

LINDA FIMLAID
89 Six Flags Circle
Buellton, CA 93427
805-331-2721

STATEMENT OF INTEREST:

Parks and Recreation Departments are essential to healthy communities, providing places and programs for residents to improve their quality of life. As a resident who has benefited directly from Buellton's Parks & Rec Department it is my desire to work towards maintaining and improving these vital community resources. By providing sports and education programs for youth, exercise and cultural activities for adults and places to hold our city's special events, Parks & Rec strengthens our citizens and community. As the city's vision plan comes into focus it is my hope that Parks & Rec will be an integral part of the downtown redevelopment plan. Parks & Rec should have a voice in the branding of our city, promoting our town as a healthy, active community connected by biking and walking trails which provide links to parks, nature, businesses and special events. I will do my best to advance the Parks & Recreation Commission's goals by working together with our commissioners to provide recommendations to our City Council, keeping our parks and programs relevant, strong and accessible to all members of our community.

ATTACHMENT 2**Buellton Municipal Code**

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[Title 2 ADMINISTRATION AND PERSONNEL](#)

Chapter 2.32 PARKS AND RECREATION COMMISSION

2.32.010 Park and recreation commission—Created.

Pursuant to Section 2.28.010 of this code, there is created an advisory commission to the city council which shall be known as the Buellton parks and recreation commission. (Ord. 04-01 § 1, 2004: prior code § 13.01.001)

2.32.020 Commission composition and membership.

The parks and recreation commission shall consist of five members. The city council shall appoint, by majority vote of the city council, each parks and recreation commissioner who shall be a qualified elector of the city. No officers or employees of the city or persons under an employment contract subject to the jurisdiction of the city council shall be members of such commission. (Ord. 05-04 § 2, 2005: Ord. 04-01 § 2, 2004: prior code § 13.01.002)

2.32.030 Oath of office.

All members of the parks and recreation commission shall be required to take an oath of office, as approved by the city council, prior to commencing their term of office. (Prior code § 13.01.003)

2.32.040 Term of office.

The term of each parks and recreation commissioner shall be four years, commencing in December of even-numbered years, with staggered terms as provided in Section 2.28.060. (Ord. 05-04 § 3, 2005: Ord. 04-01 § 3, 2004: prior code § 13.01.004)

2.32.050 Staff assistance.

The city manager shall ensure that adequate staff will be allocated to provide necessary technical and clerical assistance to the commission. (Prior code § 13.01.005)

2.32.060 Time and place of meetings—Rules of procedure.

The parks and recreation commission shall establish a regular date, time, and place of commission meetings, which shall be open to the public. The meetings shall occur no less frequently than once a month. Special meetings may be called by the chair or a majority of the commission, provided public notice has been given at least twenty-four (24) hours prior to the meeting. A majority of commissioners shall constitute a quorum. (Ord. 04-01 § 4, 2004: prior code § 13.01.006)

2.32.070 Duties.

The parks and recreation commission shall advise the city council on all matters subject to the jurisdiction of the council pertaining to the acquisition, development, and maintenance of public parks and recreational facilities. The commission shall also review and advise the council regarding the financing of and budgeting for such functions, including but not limited to, the financing and budgeting for parks and recreation services in the

city. The commission shall also advise the parks and recreation director from time to time. (Prior code § 13.01.007)

2.32.080 Public hearings—Procedure.

Whenever the commission determines, by a two-thirds majority of those members present, that its deliberations with respect to a particular matter or matters would be substantially aided by the presentation of testimony from the citizens of the city, or of a certain area of the city, the commission may direct a public hearing be held concerning such matter or matters. Notice of such a hearing shall be provided by publication in a newspaper of general circulation published in the city, and/or by posting the same in at least three public places, not later than seven days prior to the date of the hearing. Such hearings shall be conducted in accordance with the rules established for the conduct of hearings before the city council unless the council, by resolution, shall otherwise provide. (Prior code § 13.01.008)

CITY OF BUELLTON
City Council Agenda Staff Report

City Manager Review: JHK
Council Agenda Item No.: 5

To: The Honorable Mayor and City Council
From: John Kunkel, City Manager
Meeting Date: August 23, 2012
Subject: Review of Draft Charter City Initiative

BACKGROUND

Earlier in the year, the Council authorized the formation of a citizen’s advisory committee to explore the feasibility of Buellton obtaining Charter City status. The Committee was comprised of Ron Anderson, Patty Armor, Doug Bristol, Dick Evert, Lisa Figueroa, Fred Luna, Brad Michel, and Tom Widroe. The Committee met several times during the year and formulated a proposed Charter for the Council to consider.

The proposal will be presented by Ms. Figueroa.

If approved by the Council, the Charter would be placed on the 2014 ballot for the voters to consider. As required by State Law, prior to placing the Charter on the ballot the City will conduct two noticed public hearings to receive public input on the proposed Charter.

FISCAL IMPACT

None during this budget year. (Projected savings to the City of varying amounts if approved by the voters).

RECOMMENDATION

That the City Council approve the proposed Charter and direct staff to set the matter for public hearings as required by law.

DOCUMENTS

Attachment 1 – Proposed Charter
Attachment 2 - City of Buellton Charter – Questions and Answers

ATTACHMENT 1



Proposed Charter for the City of Buellton

Presented August 23, 2012

By

Buellton Citizens Charter Advisory Committee

CITY OF BUELLTON PROPOSED CHARTER

PREAMBLE

WE, THE CITIZENS OF BUELLTON, ENACT THIS CHARTER, DETERMINED THAT LOCAL CONTROL OF OUR MUNICIPAL GOVERNMENT IS IN OUR BEST INTEREST. IT IS OUR BELIEF THAT THE FISCAL AND ECONOMIC INDEPENDENCE GARNERED THROUGH THIS CHARTER WILL ENHANCE THE QUALITY OF PUBLIC HEALTH, SAFETY AND WELFARE FOR ALL CITIZENS OF BUELLTON. THEREFORE, WE DO HEREBY ADOPT THIS CHARTER WITH ALL RIGHTS GRANTED BY THE CONSTITUTION OF THE STATE OF CALIFORNIA.

ARTICLE I MUNICIPAL AFFAIRS

SECTION 1 NAME

The existing municipal corporation known as the City of Buellton shall remain and continue to exist as a municipal corporation under the same name, but from hence forth as a California Constitution Home Rule Charter City.

SECTION 2 BOUNDARIES

The boundaries of the City shall be as now established and may be changed in the future as provided by law.

SECTION 3 POWERS AND DUTIES

The City shall have full power and authority to adopt, make, exercise and enforce all legislation, laws, and regulations and to take all actions relating to municipal affairs without limitation, which may be lawfully adopted, made, exercised, taken or enforced under the Constitution of the State of California. Without limiting in any manner the foregoing power and authority, each of the powers, rights and responsibilities described in this Charter is hereby declared to be a municipal affair, the performance of which is unique to the welfare of the citizens of the City of Buellton.

**SECTION 4
NO INCREASED POWER TO TAX**

This Charter does not allow the City Council to increase any taxes without an affirming vote of the voters as required by State law and the California Constitution.

**SECTION 5
UTILITIES**

The City shall have the power to adopt any ordinance providing for the acquisition, development, or operation by the City of any utility, or any ordinance providing for the granting of a franchise to any utility not own by the City which proposes to use or is using City streets, highways or other rights-of-ways.

**ARTICLE II
GENERAL LAWS**

**SECTION 1
GENERAL LAW POWERS**

Nothing in this Charter shall be construed to prevent or restrict the City from exercising any and all right, powers and privileges heretofore and hereafter granted or prescribed by the General Laws of California. All general law powers of cities in California are hereby declared to be possessed by the City. In the event of any conflict between the provisions of this Charter and the provisions of the general laws of the State of California, the provisions of this Charter shall control.

**ARTICLE III
PURCHASING, CONTRACTS AND FINANCING**

**SECTION 1
PUBLIC WORKS PROJECTS**

The City shall have the power to establish standards, procedures, rules or regulations to regulate all aspects of the bidding, award and performance of any public works contract, including, but not limited to, the compensation rates to be paid for the performance of such work, with a prohibition on the payment of prevailing wages unless payment is compelled by State or federal grant, State law or the direction of the City Council. Additionally, such standards, procedures, rules and regulations shall contain provisions for local preferences of businesses or firms located within the City of Buellton.

Pursuant to California Public Contract Code Section 1100.7, as may be amended from time to time, the City hereby expressly declares the intention to exempt such ordinances concerning contracts on public works from the provisions of the California Public Contract Code except and unless any portion or portions thereof are specifically referenced within such ordinance.

**SECTION 2
PURCHASING**

The City shall have the power to establish standards, procedure, rules, or regulations related to the purchasing of goods, or services. Additionally, such standards, procedures, rules and regulations shall contain provisions for local preferences of businesses or firms located within the City of Buellton.

**SECTION 3
PUBLIC FINANCING**

The City shall have the power to establish standards, procedures, rules, or regulations related to any public financing.

**ARTICLE IV
ELECTIVE OFFICIALS**

**SECTION 1
GOVERNING BODY**

The City shall have a City Council composed of five Councilmembers, elected by the voters of the City at large for four year terms, as provided by ordinance. The City Council shall be the legislative and governing body of the City. The Council shall select a Mayor and a Vice Mayor from its membership. The term of the Mayor and the Vice Mayor shall be for a period of two consecutive years, unless reduced by vacancy or action of the Council. The Mayor can be appointed to no more than two consecutive terms as Mayor.

**SECTION 2
ELIGIBILITY**

No person shall be eligible to hold office of Councilmember unless they are a legally registered voter and resident of the City.

**SECTION 3
ELECTIONS**

Unless otherwise provided by ordinance, all elections shall be held in accordance with the provisions of the California Elections Code governing municipal elections.

**ARTICLE V
INTERPRETATION**

**SECTION 1
CONSTRUCTION AND INTERPRETATION**

The language contained in this Charter is intended to be permissive rather than conclusive or limiting and shall be liberally and broadly construed in favor of the exercise by the City of its power to govern with respect to any matter which is a municipal affair.

**SECTION 2
SEVERABILITY**

If any provision of this Charter should be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law.

**SECTION 3
TRANSITION**

All City Ordinances, resolutions, rules, regulations and agreements which are in force when this Charter becomes effective shall remain in effect until repealed.

**SECTION 4
AMENDMENT**

This Charter, and any of its provisions, may be amended by a majority vote of its electors voting on the question. Amendment or repeal may be proposed by initiative or by the governing body.

RECOMMENDED TO THE BUELLTON CITY COUNCIL BY THE BUELLTON CITIZENS
CHARTER ADVISORY COMMITTEE:

Ron Anderson, Member

Patty Armor, Member

Doug Bristol, Member

Dick Evert, Member

Lisa Figueroa, Member

Fred Luna, Member

Brad Michel, Member

Tom Widroe, Member



CITY OF BUELLTON CHARTER
QUESTIONS AND ANSWERS

1. When is the election for the proposed Charter?

November of 2014

2. Why did the committee chose to wait until then?

The committee wanted time to educate all Buellton citizens about the charter and by waiting until 2014, there is no extra cost to the City for a special election.

3. What does a charter mean to the City?

The main purpose of the Charter is to allow us as citizens of Buellton more local control of our City affairs.

4. What are the main benefits?

By far the greatest benefit to our City is that Charter Cities do not have to pay “prevailing wage” on public works projects. Prevailing wage is a wage set by Sacramento that all general law cities, (what Buellton is now), must pay for public works projects. Please understand that prevailing wage **is not** union wage. Prevailing wages usually increase a cost of a project 15-30%. For example in 2011-12 the City of Buellton spent 1.8 million dollars on public works projects. If Buellton was a Charter City, using 20% savings for not paying prevailing wage Buellton would have saved \$360,000 in taxpayer dollars in one year alone!

Prevailing wages does not apply to materials and equipment, and if certain State or Federal funds are used then prevailing wage would apply. Typically Buellton’s public works projects are local projects and thus prevailing wage would not apply if we become a charter city.

5. Does the Charter Change the current governing structure of the City?

No. Passage of the charter does not confer any additional authority to the city council.

The only change is that the Charter Committee felt that the Mayor and Vice Mayor should be appointed for two year terms instead of the current one year terms. How the Mayor and Vice Mayor are selected from the Council remains the same. The reasoning behind this change is the fact that the Mayor serves on several committees with other Cities and the County and a two year term would add more consistency in our City’s ability to address issues on this level.

The Charter also allows the City to consider local preferences of businesses and firms located within the City.

6. Does the Charter allow the Council greater taxing authority?

Absolutely not! In fact the proposed charter specifically states that the City Council cannot increase taxes without the affirming vote of the voters as required by State law.

7. If the Charter is adopted can it be changed and how?

Yes, but only by amendment, which must be voted on by the Voters of Buellton. An amendment can be proposed by the City Council or by initiative.

8. Who is on the Charter Committee?

The Charter committee is comprised of: Ron Anderson, Patty Armor, Doug Bristol, Dick Evert, Lisa Figueroa, Fred Luna, Brad Michel and Tom Widroe.

If you have any questions please feel free to contact one of the committee members. You may also contact the City Manager, John Kunkel at Buellton City Hall at 686-0137 with any questions.

We will also be holding several public workshops prior to the election and we encourage you to attend.